

SWA 12,51

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK----- X
Banco Popular Dominicano, C. Por A., :Plaintiff and
Counter-Claim Defendant, :

vs. :

Levi Strauss & Co., :

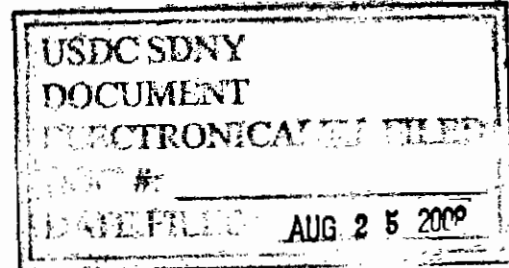
Defendant and
Third Party Plaintiff, :

vs. :

Interamericana Apparel Company, Inc.;
Interamericana Products International, S.A.;
QST Dominicana LLC; US Paper & Chemical;
Apparel Machinery & Supply Co.; YKK Snap
Fasteners America, Inc.; Southern Textile
Dominicana, Inc.; Industria Cartonera
Dominicana, S.A. (Smurfit); The Graphic Label
Group Dominicana, Inc.; and Tag-It Pacific,
Inc., :

Third Party Defendants. :

----- X



INDEX No. 07 Civ. 6443 (LTS) (THK)

**GLOBAL SETTLEMENT STIPULATION
AND MUTUAL RELEASE**

THIS GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

(the "Stipulation") is made by and among plaintiff/counter-claim defendant Banco Popular Dominicana, C Por A ("BPD"), defendant/third-party plaintiff Levi Strauss & Co. ("LS&CO."), and third-party defendants QST Dominicana LLC ("QST"), YKK Snap Fasteners America, Inc. ("YKK"), and Precision Custom Coatings, LLC ("PCC") appearing as assignee and on behalf of Southern Textile Dominicana, Inc. ("Southern", and together with BPD, LS&CO., QST, YKK and PCC, the "Parties") by and through their undersigned counsel, and is made with reference to the following facts:

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

WHEREAS, On or about December 22, 2005, BPD, individually and as bank agent, collateral agent and/or administrative agent for certain financial institutions (collectively, with BPD, the "Secured Parties") made a loan to a group of interrelated borrowers operating in the Dominican Republic (the "Borrowers"), which loan was secured by a security interest in, *inter alia*, the Borrowers' accounts receivable pursuant to a certain Security Agreement, dated December 22, 2005 (the "BPD Security Agreement"); and

WHEREAS, BPD duly perfected its security interest pursuant to UCC section 9-307 by filing UCC Financing Statements against each of the Borrowers with the District of Columbia, Recorder of Deeds on or about February 10, 2006; and

WHEREAS, LS&CO. currently owes certain receivables to the Borrowers in the aggregate sum of \$2,325,132.27 (the "Receivable"); and

WHEREAS, by letter dated March 20, 2007, BPD, as secured party and assignee of the Borrowers' accounts receivable, sent a notice ("Demand Notice") to LS&CO., pursuant to UCC sections 9-406 and 9-607, notifying it of the assignment and of BPD's rights in and to the Receivable and requesting that LS&CO. make payment of the Receivable directly to BPD; and

WHEREAS, in addition to receipt of the Demand Notice from BPD, LS&CO. received payment embargo notices asserting a priority in the Receivable pursuant to Dominican Republic law ("Payment Embargoes") from QST, YKK, Southern, US Paper and Chemical, Apparel Machinery & Supply Co., Industria Cartonera Dominicana, S.A. (Smurfit), and The Graphic Label Group Dominicana, Inc.; and

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

WHEREAS, on or about April 10, 2007, LS&CO. received a Notice of Attachment and Memorandum of Garnishee from Tag-It Pacific, Inc. ("Tag-It") seeking to levy upon the Receivable; and

WHEREAS, on or about July 16, 2007, BPD initiated an action (the "Original NY Action") against LS&CO. in the United States District Court for the Southern District of New York (the "Court"), seeking (i) a declaratory judgment that BPD has a first-priority, duly-perfected security interest in, and the right to collect, the Receivable, and (ii) judgment in favor of BPD and against LS&CO. for the amount of the Receivable; and

WHEREAS, on or about August 27, 2007, faced with competing claims to the Receivable, LS&CO. filed a third party complaint-in-interpleader (the "Interpleader Complaint") and, together with the Original NY Action, the "NY Action") against Interamericana Apparel Company, Inc., Interamericana Products International, S.A., QST, YKK, Southern, US Paper and Chemical, Apparel Machinery & Supply Co., Industria Cartonera Dominicana, S.A. (Smurfit), The Graphic Label Group Dominicana, Inc., and Tag-It (collectively the "Third-Party Defendants") and, together with BPD, the "Interpleader Defendants"); and

WHEREAS, on August 27, 2007, the Court entered an order granting LS&CO. leave to deposit the Receivable into the Court's Registry and LS&CO. subsequently deposited \$2,325,132.27 (the "Interpled Funds") into the Court's Registry on August 28, 2007; and

WHEREAS, the Court remains in possession of the Interpled Funds; and

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

WHEREAS, on October 1, 2007, Tag-It was dismissed with prejudice from the Action, pursuant to a stipulation filed and endorsed by the Court and Tag-It disclaimed any interest in the Interpled Funds; and

WHEREAS, Third-Party Defendants Interamericana Apparel Company, Inc., Interamericana Products International, S.A., Apparel Machinery & Supply Corp., Industria Cartonera Dominicana, S.A. (Smurfit), and The Graphic Label Group Dominicana, Inc. failed to answer and default was entered against them by Clerk's Certificate on or about December 3, 2007; and

WHEREAS, Third-Party Defendant US Paper & Chemical failed to answer and default was entered against it by Clerk's Certificate on or about July 11, 2008; and

WHEREAS, QST, YKK and PCC, appearing as assignee and on behalf of Southern, each filed an answer and asserted various counterclaims and crossclaims; and

WHEREAS, on or about December 5, 2007, during the pendency of the NY Action, based on a final judgment, Southern commenced an action in the Dominican Republic against LS&CO. seeking to levy upon the Receivable at issue in the NY Action, entitled Southern Textile Dominicana, Inc. v. Levi Strauss & Co., pending in the third chamber of the civil and commercial court of first instance of the judicial district of Santiago, Dominican Republic, 2007-02727 (the "DR Action"); and

WHEREAS, YKK, based on a separate final judgment, intended to commence a similar action against LS&CO. and intervened in the DR Action; and

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

WHEREAS, the Parties have agreed to resolve the issues between them as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed as follows:

1. This Stipulation is subject to, and conditioned upon, Court approval and the Court's approval and entry of the Discharge Order (defined below in paragraph 3). Upon execution of this Stipulation by all Parties, counsel for BPD will promptly submit the Stipulation and the Discharge Order to the Court for approval. If, for any reason, the Stipulation and Discharge Order are not approved by the Court, this Stipulation shall be deemed null and void.

2. Upon entry of an Order approving this Stipulation, the Parties shall jointly submit a proposed order to Magistrate Judge Theodore H. Katz, in the form attached hereto as **Exhibit A**, directing the Clerk of the Court to pay the Interpled Funds as follows: (i) \$2,065,132.27 to BPD; (ii) \$92,000.00 to LS&CO.; (iii) \$99,666.67 to QST; (iv) \$19,666.67 to PCC; and (v) \$48,666.66 to YKK. The payments to QST, PCC and YKK pursuant to this paragraph shall be in full and final settlement and satisfaction of the Payment Embargoes.

3. Simultaneously with the entry of an Order approving this Stipulation and an Order directing the Clerk of the Court to disburse the Interpled Funds in the form attached hereto as **Exhibit A**, LS&CO. shall be discharged with prejudice from (a) all liability or obligations arising out of or related to the Receivable, the BPD Security Agreement or the Interpled Funds, and (b) any and all claims, counterclaims or causes of action by any of the

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

Interpleader Defendants arising from or related to the Receivable, the Demand Notice, the Payment Embargoes, the DR Action or any act, judgment, or proceeding taken or entered in furtherance thereof, whether under the laws of the Dominican Republic, the United States, or any of their states, territories, or other jurisdictions. The discharge in favor of LS&CO. shall also be evidenced by a separate order, to be submitted for Court approval along with this Stipulation in the form attached hereto as **Exhibit B** (the "Discharge Order"), the terms of which are specifically incorporated into this Stipulation.

4. Upon entry of an Order approving this Stipulation, the NY Action and the DR Action shall be dismissed with prejudice. In order to dismiss the NY Action, counsel for BPD shall file the Stipulation of Voluntary Dismissal, attached hereto as **Exhibit C**, within 15 days of Court approval of this Stipulation. Also within 15 days of Court approval of this Stipulation, counsel for Southern and YKK shall jointly or independently prepare and file the documentation necessary to have the DR Action promptly dismissed.

5. Commencing in or about 2001, YKK leased to Interamericana certain Attaching Machines that were housed in the Interamericana factory in Santiago, Dominican Republic. To date, certain of those Attaching Machines have been recovered and returned to YKK. YKK claims that there are certain other Attaching Machines (six "Model 02" machines and ten "Hook & Eye" machines) with the serial numbers listed on the attached **Exhibit D** (the "Leased Machines") that are due to be returned to YKK. BPD shall reasonably cooperate with YKK to facilitate the return of the Leased Machines. BPD also agrees that the return of the Leased Machines shall be specifically excluded from the release set forth in paragraph 7 of this

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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

Stipulation. YKK does not waive its right to pursue a separate action, in any jurisdiction, with respect to the recovery, return and/or monetary value of the Leased Machines. BPD disclaims all liability with respect to the Leased Machines and reserves all defenses to any claims made by YKK in connection with the Leased Machines.

6. LS&CO., QST, PCC, YKK and Southern waive and release any rights with regard to the Interpled Funds, other than as awarded in this Stipulation.

7. Upon Court approval of this Stipulation, the entry of the Discharge Order and an Order directing the Clerk of the Court to disburse the Interpled Funds in the form attached hereto as Exhibit A, and except for the obligations created by this Stipulation, each of the Parties, along with their respective representatives, agents, attorneys, servants, affiliates, subsidiaries, divisions, parents, insurers, stockholders, shareholders, owners, principals, partners, officers, directors, employees, beneficiaries, successors and assigns, shall be deemed to have, and shall have, fully, finally and forever released, relinquished and discharged each of the other Parties, along with their respective representatives, agents, attorneys, servants, affiliates, subsidiaries, divisions, parents, insurers, stockholders, shareholders, owners, principals, partners, officers, directors, employees, beneficiaries, successors and assigns, from all manner of actions, suits, proceedings, causes of action, claims, debts, assessments, dues, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, expenses, accounts, bills, liabilities, obligations, payment embargoes or demands of any kind whatsoever, whether foreseen or unforeseen, matured or unmatured, known or unknown or hereafter discovered, accrued or not accrued, absolute or contingent, liquidated or unliquidated,

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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

direct or indirect, in law or in equity, or arising under or by virtue of any statute or regulation, which each of the Parties ever had, now have, or hereafter can, shall or may have against any of the other Parties, for, upon, or by reason of any matter, cause or thing whatsoever to the extent related to the Receivable, the Demand Notice, the Payment Embargoes, the DR Action, or any act, judgment, or proceeding taken or entered in furtherance thereof, whether under the laws of the Dominican Republic, the United States, or any of their states, territories, or other jurisdictions, from the beginning of time up to the date of this Stipulation.

8. Neither this Stipulation, nor any of the negotiations or proceedings related to this Stipulation shall be construed as an admission or concession of any sort whatsoever by any of the Parties.

9. The Parties hereto agree at each Parties' sole cost and expense to prepare, enter into, execute, and promptly deliver such other or further documents or instruments as may be necessary and appropriate to effectuate any term, provision or intention of this Stipulation.

10. Each of the Parties has had the benefit of the advice of counsel of its own choice in the negotiating and drafting of this Stipulation, and the language in all parts of this Stipulation is deemed the product of the mutual draftsmanship of the Parties and their respective counsel. Accordingly, no provision of this Stipulation (or the whole of it) shall be deemed to have been proposed or drafted by any of the Parties or construed against any of the Parties.

11. Each of the Parties represents and acknowledges that, in executing this Stipulation, they do not rely and have not relied upon a representation or statement made by any

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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

other of the Parties or any of their agents, representatives or attorneys, with regard to the subject matter, basis or effect of this Stipulation.

12. The Parties further declare that, in making this Stipulation, they rely entirely upon their own judgment, beliefs and interest and, where applicable, the advice of their own counsel (for whose expense each shall be solely responsible) and that they each have had a reasonable period of time to consider this Stipulation.

13. If any term or other provision of this Stipulation is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Stipulation shall nevertheless remain in full force and effect. Upon any term or other provision being held invalid, illegal or unenforceable, then that provision(s) shall be deemed modified so as to affect the original intent of the Parties as closely as possible in such a manner that will not be invalid, illegal or unenforceable.

14. This Stipulation constitutes the entire agreement among the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties. This Stipulation may not be modified, supplemented or amended except in a writing signed by all Parties, or their successors in interest.

15. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective affiliates, subsidiaries, divisions, parents, successors and assigns, and upon any corporation or other entity into or with which any of the Parties may merge or consolidate.

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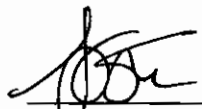
Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.

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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

16. This Stipulation shall be interpreted and construed in accordance with the laws of the State of New York. The Court shall have jurisdiction over any and all disputes, controversies, claims or other matters arising under or otherwise relating to this Stipulation.

17. This Stipulation may be signed in counterparts and, if so, the counterparts shall be deemed part of a single document.

 8/22/08

Hon. Laura T. Swain, U.S.D.J.



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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

IN WITNESS WHEREOF, the Parties have executed this Stipulation.

LEVIS STRAUSS & CO.

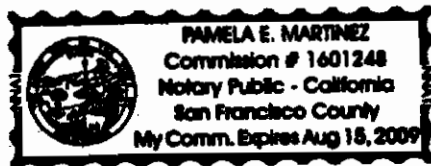
By: James M. Lester

Dated: August 13, 2008

STATE OF California)
COUNTY OF San Francisco) ss.:

On the 13th day of August, 2008, before me personally came Tracy M. Preston, to me known, who, being by me duly sworn, did depose and say that he / she is the Global HR & Litigation Counsel of Levi Strauss & Co., and that he / she signed his / her name thereto by virtue of authority from the Board of Directors of said Company as the voluntary act and deed of said Company.

Pamela Martinez
Notary Public



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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

BANCO POPULAR DOMINICANO, C POR A

By: Elisha Fermín
Elisha Fermín

Dated: 5 of August, 2008

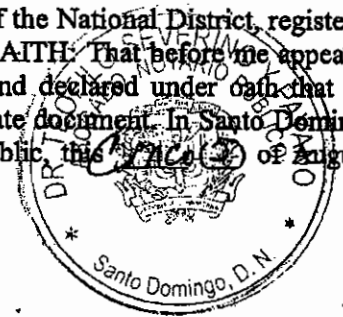
Yo, Doctor Teófilo Severino y Payano, Abogado-Notario Público de los del Número del Distrito Nacional, matrícula del Colegio Dominicano de Notarios núm. 305, CERTIFICO Y DOY FE: Que por ante mí compareció la señora Elisha Fermín, quien firmó voluntariamente el presente documento, declarándome bajo la fe del juramento que la firma puesta por ella es la que acostumbra a usar en todos los actos de su vida. En Santo Domingo de Guzmán, Distrito Nacional, Capital de la República Dominicana, a los cinco días del mes de agosto de dos mil ocho (2008).

Dr. Teófilo Severino y Payano
Notario Público



The following is an accurate translation of the foregoing notary certification:

I, Doctor Teófilo Severino y Payano, Attorney-Notary Public of the National District, registered as Dominican Notary under No. 305, CERTIFY AND GIVE FAITH: That before me appeared Mrs. Elisha Fermín, who signed this document voluntarily, and declared under oath that the signature she used is the same she uses in every public or private document. In Santo Domingo de Guzman, National District, Capital of the Dominican Republic, this 5th of August, 2008.



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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

BANCO POPULAR DOMINICANO, C POR A

By: _____

Jose Odalis Ortiz

Dated: Aug. 5, 2008

Yo, Doctor Teófilo Severino y Payano, Abogado-Notario Público de los del Número del Distrito Nacional, matrícula del Colegio Dominicano de Notarios núm. 305, CERTIFICO Y DOY FE: Que por ante mí compareció el señor Jose Odalis Ortiz, quien firmó voluntariamente el presente documento, declarándome bajo la fe del juramento que la firma puesta por ella es la que acostumbra a usar en todos los actos de su vida. En Santo Domingo de Guzmán, Distrito Nacional, Capital de la República Dominicana, a los cinco días del mes de agosto de dos mil ocho (2008).

Dr. Teófilo Severino y Payano

The following is an accurate translation of the foregoing notary certification:

I, Doctor Teófilo Severino y Payano, Attorney-Notary Public of the National District, registered as Dominican Notary under No. 305, CERTIFY AND GIVE FAITH: That before me appeared Jose Odalis Ortiz, who signed this document voluntarily, and declared under oath that the signature she used is the same she uses in every public or private document. In Santo Domingo de Guzman, National District, Capital of the Dominican Republic, this 5th of August, 2008.

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

QST DOMINICANA LLC

By: Trevor Hussman

Dated: August 6, 2008

STATE OF ILLINOIS)
)ss.:
COUNTY OF WILL)

On the 6 day of AUGUST, 2008, before me personally came TREVOR HUSSMAN, to me known, who, being by me duly sworn, did depose and say that he / ~~she~~ is the V-P INT'L FINANCE OPERATIONS of QST Dominicana LLC, and that he / she signed his / her name thereto by virtue of authority from the Board of Directors of said Company as the voluntary act and deed of said Company.



[Signature]
Notary Public

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

YKK SNAP FASTENERS AMERICA, INC.

By: Samuel H. V. Jones

Dated: 8-13, 2008

STATE OF Kentucky)
COUNTY OF Anderson) ss.:

On the 13th day of August, 2008, before me personally came Samuel Sykes, to me known, who, being by me duly sworn, did depose and say that he / she is the Vice President of YKK Snap Fasteners America, Inc., and that he / she signed his / her name thereto by virtue of authority from the Board of Directors of said Company as the voluntary act and deed of said Company.

Lana M. Thompson
Notary Public
My Commission expires April 9, 2012.

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

SOUTHERN TEXTILE DOMINICANA, INC.

By: Barry Dorf

Dated: August, 11, 2008

STATE OF Florida)
COUNTY OF Broward) ss.:

On the 11 day of August, 2008, before me personally came Barry Dorf, to me known, who, being by me duly sworn, did depose and say that he / she is the president of Southern Textile Dominicana, Inc., and that he / she signed his / her name thereto by virtue of authority from the Board of Directors of said Company as the voluntary act and deed of said Company.

Mark Hausfeld
Notary Public Mark Hausfeld



Mark Hausfeld
COMMISSION # DD790572
EXPIRES: MAY 20, 2012
WWW.AARONNOTARY.com



Mark Hausfeld
COMMISSION # DD790572
EXPIRES: MAY 20, 2012
WWW.AARONNOTARY.com
Broward County, FL

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Caption: BANCO POPULAR DOMINICANO, C. POR A. VS. LEVI STRAUSS & CO.
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GLOBAL SETTLEMENT STIPULATION AND MUTUAL RELEASE

PRECISION CUSTOM COATINGS, LLC

By: Richard W. Mohl

Dated: Aug 7, 2008

STATE OF)
)ss.:
COUNTY OF)

On the 7th day of Aug, 2008, before me personally came RICHARD W NOBLE, to me known, who, being by me duly sworn, did depose and say that he / she is the CEO of Precision Custom Coatings, LLC, and that he / she signed his / her name thereto by virtue of authority from the Board of Directors of said Company as the voluntary act and deed of said Company.

Carol L. Liska
Notary Public

Carol Lukacs
Notary of New Jersey
My Commission Expires 1-24-2011

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
Banco Popular Dominicano, C. Por A.,

Plaintiff and
Counter-Claim Defendant,

vs.

Levi Strauss & Co.,

Defendant and
Third Party Plaintiff,

vs.

Interamericana Apparel Company, Inc.;
Interamericana Products International, S.A.;
QST Dominicana LLC; US Paper & Chemical;
Apparel Machinery & Supply Co.; YKK Snap
Fasteners America, Inc.; Southern Textile
Dominicana, Inc.; Industria Cartonera
Dominicana, S.A. (Smurfit); The Graphic Label
Group Dominicana, Inc.; and Tag-It Pacific,
Inc.,

Third Party Defendants.
----- X

**ORDER TO RELEASE
INTERPLED FUNDS**

INDEX No. 07 Civ. 6443 (LTS) (THK)

THIS MATTER having come before Hon. Theodore H. Katz, U.S.M.J. by the Order of Reference to a Magistrate Judge of Hon. Laura Taylor Swain, U.S.D.J., dated December 6, 2007, and upon an order granting LS&CO. leave to deposit the Receivable into the Court's Registry entered on August 27, 2007, and upon Levi Strauss & Co.'s deposit of \$2,325,132.27 into the Court's Registry on August 28, 2007, receipt number 625593 (the "Interpled Funds"), and upon the so-ordering by Judge Laura Taylor Swain on August __, 2008 of the Global Settlement Stipulation and Mutual Release made by and among plaintiff/counter-claim defendant Banco Popular Dominicana, C Por A., defendant/third-party plaintiff Levi

Strauss & Co., and third-party defendants QST Dominicana LLC, YKK Snap Fasteners America, Inc., Southern Textile Dominicana, Inc. and Precision Custom Coatings, LLC appearing as assignee and on behalf of Southern Textile Dominicana, Inc., and for good cause shown;

IT IS ORDERED, on this __ day of August, 2008 that the Interpled Funds shall be disbursed by the Clerk of the Court as follows:

1. \$92,000.00 to be paid from the Interpled Funds to Levi Strauss & Co. c/o Cooley Godward Kronish LLP, attn: Robert L. Eisenbach III, Esq., 101 California Street, 5th Floor, San Francisco, CA 94111-5800.

2. \$99,666.67 to be paid from the Interpled Funds to QST Dominicana LLC c/o Vedder Price P.C., attn: Michael Eidelman, Esq., 222 N. LaSalle Street, Suite 2600, Chicago, IL 60601-1003.

3. \$19,666.67 to be paid from the Interpled Funds to Precision Custom Coatings, LLC c/o Salon Marrow Dykman Newman & Broudy, LLP, attn: Daniel Goldberg, Esq., 292 Madison Avenue, New York, New York 10017.

4. \$48,666.66, to be paid from the Interpled Funds to YKK Snap Fasteners America, Inc. c/o Strongin Rothman & Abrams, LLP, attn: Jill S. Taylor, Esq., 5 Hanover Square, 4th Floor, New York, NY 10004.

5. The balance, \$2,065,132.27, to be paid from the Interpled Funds to Banco Popular Dominicana, C Por A. c/o Herrick, Feinstein LLP, attn: Mary Ellen Shuttleworth, Esq., 2 Park Avenue, New York, NY 10016.

Hon. Theodore H. Katz, U.S.M.J.

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
Banco Popular Dominicano, C. Por A.,	:	
	:	
Plaintiff and	:	
Counter-Claim Defendant,	:	
	:	
vs.	:	
	:	
Levi Strauss & Co.,	:	
	:	
Defendant and	:	
Third Party Plaintiff,	:	
	:	
vs.	:	INDEX No. No. 07 Civ. 6443 (LTS) (THK)
Interamericana Apparel Company, Inc.;	:	
Interamericana Products International, S.A.;	:	
QST Dominicana LLC; US Paper & Chemical;	:	
Apparel Machinery & Supply Co.; YKK Snap	:	
Fasteners America, Inc.; Southern Textile	:	
Dominicana, Inc.; Industria Cartonera	:	
Dominicana, S.A. (Smurfit); The Graphic Label	:	
Group Dominicana, Inc.; and Tag-It Pacific,	:	
Inc.,	:	
	:	
Third Party Defendants.	:	
-----	X	

ORDER DISCHARGING AND DISMISSING WITH PREJUDICE
LEVI STRAUSS & CO.

Came on for consideration the Global Settlement Stipulation and Mutual Release (the "Stipulation") made by and among plaintiff/counter-claim defendant Banco Popular Dominicana, C Por A ("BPD"), defendant/third-party plaintiff Levi Strauss & Co. ("LS&CO."), and third-party defendants QST Dominicana LLC ("QST"), YKK Snap Fasteners America, Inc. ("YKK"), and Precision Custom Coatings, LLC ("PCC") appearing as assignee and on behalf of Southern Textile Dominicana, Inc. ("Southern"), and together with BPD, LS&CO., QST, YKK and PCC,

the "Parties") resolving the issues between the Parties and requesting that the Court issue an Order discharging LS&CO. in accordance with the terms of the Stipulation; and having considered the Stipulation; and having determined that notice was appropriate; and good cause appearing therefor, it is hereby:

ORDERED that LS&CO. be and hereby is discharged with prejudice from (a) all liability or obligations arising out of or related to the Receivable¹, the BPD Security Agreement or the Interpled Funds, and (b) any and all claims, counterclaims or causes of action by any of the Interpleader Defendants² arising from or related to the Receivable, the BPD Security Agreement, the Demand Notice, the Payment Embargoes, the DR Action or any act, judgment, or proceeding taken or entered in furtherance thereof, whether under the laws of the Dominican Republic, the United States, or any of their states, territories, or other jurisdictions; and it is further

ORDERED that the Interpleader Defendants and any parties that have held, currently hold, or may hold claims, counterclaims, obligations, rights or causes of action against LS&CO. arising out of or related to the Receivable, the Interpled Funds, the BPD Security Agreement, the Demand Notice, the Payment Embargoes, or the DR Action, whether under the laws of the Dominican Republic, the United States, or any of their states, territories, or other jurisdictions (the "Discharged Claims"), together with each of their respective officers, directors, principals, agents, servants, employees, attorneys, affiliates, parent and subsidiary corporations, successors and assigns, representatives, and all persons acting in concert with them, shall be and hereby are

¹ Terms not otherwise defined herein shall have the meanings used in the Stipulation.

² The term "Interpleader Defendants" means those third party defendants and counterclaim defendants that have either made appearances in this action or against whom defaults have been entered, and shall specifically include the following: BPD; Interamericana Apparel Company, Inc.; Interamericana Products International, S.A.; QST; US Paper & Chemical; Apparel Machinery & Supply Co.; YKK; Southern; Industria Cartonera Dominicana, S.A. (Smurfit); and The Graphic Label Group Dominicana, Inc.

forever enjoined and barred from asserting any of the Discharged Claims against LS&CO. or any of its officers, directors, principals, agents, servants, employees, attorneys, affiliates, parent and subsidiary corporations, successors, assigns, or representatives, including, but not limited to, by commencing or continuing in any manner and in any jurisdiction any payment embargo, payment opposition, action or other proceeding, or by asserting any setoff right or defense to payment; and it is further

ORDERED that LS&CO. is dismissed from the NY Action with prejudice; and it is further

ORDERED that LS&CO. waives and releases all of its rights with regard to the Interpled Funds; and it is further

ORDERED that this Court shall retain jurisdiction of any issue or dispute that may arise from the Stipulation and this Order.

Dated: August __, 2008
New York, New York

Hon. Laura T. Swain, U.S.D.J.

Exhibit C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

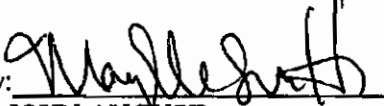
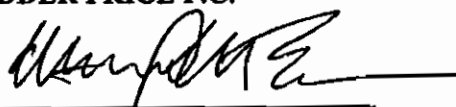
----- X
Banco Popular Dominicano, C. Por A., :
 :
 Plaintiff and :
 Counter-Claim Defendant, :
 :
 vs. :
 :
 Levi Strauss & Co., :
 :
 Defendant and :
 Third Party Plaintiff, :
 :
 vs. :
 :
 Interamericana Apparel Company, Inc.; :
 Interamericana Products International, S.A.; :
 QST Dominicana LLC; US Paper & Chemical; :
 Apparel Machinery & Supply Co.; YKK Snap :
 Fasteners America, Inc.; Southern Textile :
 Dominicana, Inc.; Industria Cartonera :
 Dominicana, S.A. (Smurfit); The Graphic Label :
 Group Dominicana, Inc.; and Tag-It Pacific, :
 Inc., :
 :
 Third Party Defendants. :
----- X

INDEX No. 07 Civ. 6443 (LTS) (THK)

STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for the parties who have appeared in the above-captioned action, that the present action is hereby dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1), with each party paying its own attorneys' fees and costs.

Dated: August 19, 2008

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4th Floor

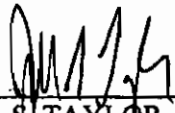
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Attorneys for Third-Party Defendant

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Exhibit D

INTERAMERICANA MACHINES AS OF 7/10/2008

MODEL 02

HOOK & EYE

02-828461

H85-0003H

02-839185

H85-2831H

02-839485

H85-3179H

02-965272

H85-3743H

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H85-3821H

02-982885

H87-0004E

H87-2164E

H87-2428E

H87-2884E

H87-4001E